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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JS-6

ENVIRONMENTAL DEFENSE
CENTER, a non-profit corporation,

Plaintiff,

vs.

VENTURA REGIONAL
SANITATION DISTRICT, a public
agency,

Defendant.

Case No. 2:16-cv-05607-VAP-FFM

~~[PROPOSED]~~ **CONSENT DECREE**

CONSENT DECREE

WHEREAS, Plaintiff Environmental Defense Center (“EDC”) is a non-profit public benefit corporation and law firm dedicated to the preservation and enhancement of the local environment primarily within Ventura, Santa Barbara, and San Luis Obispo Counties through education, advocacy, and legal action;

WHEREAS, Defendant Ventura Regional Sanitation District (“VRSD”) is a public waste management agency, formed and authorized pursuant to California Health & Safety Code § 4700 et seq., that operates the Toland Road Landfill, a municipal solid waste landfill facility located at 3500 Toland Road in Santa Paula, CA (“Facility”). EDC and VRSD are collectively referred to herein as the “Parties”;

WHEREAS, storm water discharges associated with industrial activity at the Facility are regulated pursuant to the National Pollutant Discharge Elimination

1 System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control
2 Board], Water Quality Order No. 92-12-DWQ (as amended by Water Quality Order
3 97-03-DWQ and as subsequently amended by Water Quality Order No. 2014-0057-
4 DWQ) (hereinafter the “Permit”), issued pursuant to Section 402 of the Federal Water
5 Pollution Control Act (“Clean Water Act” or “the Act”), 33 U.S.C. §1342;
6

7 WHEREAS, the Permit includes the following requirements for all permittees,
8 including VRSD: 1) develop and implement a storm water pollution prevention plan
9 (“SWPPP”); 2) control pollutant discharges using best available technology
10 economically achievable (“BAT”) and best conventional pollutant control technology
11 (“BCT”) to prevent or reduce pollutants; 3) implement BAT and BCT through the
12 development and application of Best Management Practices (“BMPs”), which must be
13 included and updated in the SWPPP; and 4) when necessary, implement additional
14 BMPs to prevent or reduce any pollutants that are causing or contributing to any
15 exceedance of water quality standards;
16
17

18 WHEREAS, on May 3, 2016, EDC served VRSD, the Clerk of VRSD’s Board,
19 the Administrator of the Environmental Protection Agency (“EPA”), the Executive
20 Director of the State Water Resources Control Board (“State Board”), the Executive
21 Officer of the Los Angeles Regional Water Quality Control Board (“Regional
22 Board”), the U.S. Attorney General, and the Regional Administrator of the EPA
23 (Region 9) with a notice of intent to file suit (“60-Day Notice”) under Sections
24 505(a)(1) and (f) of the Clean Water Act, 33 U.S.C. § 1365(b)(1)(A), alleging
25 violations of the Act and the Permit at the Facility;
26
27

28 WHEREAS, EDC filed a complaint (“Complaint”) against VRSD in the United

1 States District Court, Central District Court of California on July 27, 2016, entitled
2 *Environmental Defense Center v. Ventura Regional Sanitation District* (Case No.
3 2:16-cv-05607-VAP-FFM);
4

5 WHEREAS, EDC contends in its 60-Day Notice and Complaint that, among
6 other things, VRSD has repeatedly discharged polluted storm water in violation of the
7 Permit and the Clean Water Act:

8 WHEREAS, VRSD denies all allegations set forth in the 60-Day Notice and
9 Complaint and contends that EDC's Complaint should be dismissed;
10

11 WHEREAS, VRSD, whenever there is sufficient storm water flow, has sampled
12 water upstream from the Facility during storm events and has measured high levels of
13 pollutants in said water; and

14 WHEREAS, VRSD has made plans to make significant investments and
15 improvements to the Facility's storm water pollution prevention plan;
16

17 WHEREAS, the Parties, through their authorized representatives and without
18 either adjudication of EDC's claims or any admission by VRSD of any alleged
19 violation or other wrongdoing, believe it is in their mutual interest and choose to
20 resolve in full EDC's allegations in the 60-Day Notice and Complaint through
21 settlement and avoid the cost and uncertainties of further litigation;
22

23 NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE
24 PARTIES, AND ORDERED AND DECREED BY THE COURT, AS FOLLOWS:

25 **I. COMMITMENTS OF VRSD**

26 1. In order to reduce or prevent pollutants associated with industrial activity
27 from discharging via storm water to the waters of the United States, VRSD shall
28

1 implement appropriate structural and non-structural BMPs, as required by the Permit,
2 as described more fully below.

3 2. **Maintenance of Implemented Storm Water Controls.** VRSD agrees
4 that the Facility shall maintain in good working order all storm water collection and
5 management systems currently installed or to be installed pursuant to this Consent
6 Decree, including but not limited to, existing housekeeping measures.

7
8 3. **Improvements to Detention Basin.**

- 9 a. In order to increase the capacity and improve the performance of
10 the main storm water detention basin at the Facility, by April 1,
11 2017, VRSD shall raise the riser or intake pipe by at least 5 feet.
- 12 b. In order to help drain or discharge cleaner and clearer storm water
13 collected in the main storm water detention basin from the top
14 rather than the bottom, by April 1, 2017, VRSD shall place and put
15 into operation two sets of floating skimmers at different heights
16 within the main storm water detention basin to accomplish that
17 goal.
- 18 c. In order to allow for more time for storm water to settle in the
19 main storm water detention basin, by April 1, 2017, VRSD shall
20 plug the existing French drain outlet in the main storm water
21 detention basin by capping the pipe with a blind flange.
- 22 d. Within fourteen (14) days of each of the above storm water
23 pollution prevention program improvements, VRSD shall e-mail
24 EDC digital photographs confirming said improvements.
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1 4. **Improvements to Slow Velocity of Storm Water Leading to**
2 **Detention Basin.**

- 3 a. To slow the velocity of storm water flowing towards the main and
4 intermediate storm water detention basins, by May 1, 2017, VRSD
5 shall enhance the check dams throughout the Facility by both
6 implementing additional check dams and enhancing the
7 effectiveness of already implemented check dams.
8
9 b. To reduce sediment loading to the detention basin, by June 1,
10 2017, VRSD shall: (i) ensure that all asphalt or concrete lined
11 storm water drainage channels that lead to the intermediate or main
12 storm water detention basins are fitted with intermittently placed
13 gravel bags or sand bags or compost filter socks; (ii) lay down
14 jute-netting over any earthen swales that are not stabilized by
15 vegetation or structural BMPs in the Facility; and (iii) hydroseed
16 and water non-vegetated slopes and areas around the Facility.
17
18 c. To maintain the effectiveness of check dams and the use of gravel
19 or sand bags or compost filter socks in the Facility's asphalt or
20 concrete storm water drainage channels, VRSD shall maintain a
21 written, annual log of check dam and sand or gravel bag or
22 compost filter sock placements, improvements and adjustments at
23 the Facility along with a map of the Facility showing the location
24 of these check dams and shall provide a digital copy of this log and
25 map to EDC for its review on an annual basis. VRSD agrees to
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1 provide EDC with an initial map of check dam and sand or gravel
2 bag or compost filter sock placements at the Facility, and related
3 digital photographs, within thirty (30) days of the effective date of
4 this Consent Decree. Within thirty (30) days of receipt of the log,
5 EDC may provide comments to VRSD regarding potential
6 modifications or improvements to the practices described in the
7 log. Should EDC provide such comments, VRSD agrees to meet
8 and confer with EDC to discuss and resolve its concerns, if any,
9 that VRSD may have with these EDC comments within sixty (60)
10 days of the receipt of EDC's comments. Any failure of the Parties
11 to resolve EDC's or VRSD's concerns shall be governed by the
12 dispute resolution provisions set forth in Paragraph 12 of this
13 Consent Decree.
14

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- 17 d. In order to remove or prevent sediment in the storm water drainage
18 channels, VRSD shall conduct post-rain event review and
19 maintenance of these check dams and placement of gravel or sand
20 bags or compost filter socks no less than six (6) times per year.
21 VRSD shall maintain a regular schedule of hydroseeding and
22 watering of slopes at the Facility to reduce erosion and sediment in
23 storm water drainage channels.
24

25 **5. Revised Hydrology Report.**

- 26
- 27 a. By September 15, 2017, VRSD shall prepare, or cause to be
28 prepared, an amendment to the existing 2007 Hydraulics and

1 Hydrology Drainage Report for Toland Landfill prepared by
2 Hawks & Associates and send it to EDC. This hydrology report
3 amendment shall, at a minimum, include the following:
4

5 i. A detailed map of the Facility's current storm water
6 conveyance system, including direction of flows and location
7 of the eastern- and western-perimeter conveyance systems,
8 and any pipes, berms, channels, and catch basins used to
9 collect, divert, and/or retain storm water runoff.
10

11 ii. A detailed, quantitative analysis that further supports or
12 demonstrates that the Facility's storm water conveyances and
13 main storm water detention basin are adequately sized to
14 handle a 100-year, 24-hour rainfall event for both current
15 landfill (i.e., as of February 2017) conditions as well as
16 future (capped or closed) landfill conditions.
17

18 b. Within thirty (30) days of receipt of the hydrology report
19 amendment, EDC may provide comments to VRSD regarding
20 potential modifications or improvements to the report. Should
21 EDC provide such comments, VRSD agrees to meet and confer
22 with EDC to discuss and resolve its concerns, if any, that VRSD
23 may have with these EDC comments within sixty (60) days of the
24 receipt of EDC's comments. Any failure of the Parties to resolve
25 EDC's or VRSD's concerns shall be governed by the dispute
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1 resolution provisions set forth in Paragraph 12 of this Consent
2 Decree.

3
4 6. **Updates to SWPPP Map.** Within thirty (30) days of the Effective Date,
5 VRSD shall update the site maps included in its SWPPP for the Facility to depict
6 changes made to the Facility, including those described in Paragraphs 2-4 of this
7 Consent Decree.

8
9 7. **Amendment of SWPPP.** Within thirty (30) days of the Effective Date
10 of this Consent Decree, VRSD shall amend the Facility's SWPPP to incorporate all
11 changes, improvements, sample log forms, and best management practices set forth in
12 or resulting from this Consent Decree. VRSD shall ensure that all maps, tables, and
13 text comply with the requirements of the Permit or other applicable regulatory
14 standard. VRSD shall revise, as necessary, the SWPPP to describe all structural and
15 non-structural BMPs, details of the measures to be installed, and discuss why such
16 BMPs should be effective in addressing the quality of storm water discharges from the
17 Facility. A copy of the amended SWPPP shall be provided to EDC within thirty (30)
18 days of completion and submittal to the Regional Board.

19
20 8. **Reports.** During the term of this Consent Decree, VRSD shall provide
21 EDC with a copy of all documents submitted to the Regional Board or the State Board
22 concerning the Facility's compliance with the Permit. Such documents and reports
23 shall be transmitted to EDC via electronic mail, if feasible, or by U.S. Mail when
24 electronic transmission is not feasible, at the time the documents are due to be
25 submitted to the Regional Board or State Board.
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1 **II. MITIGATION, FEES, AND COSTS**

2 **9. Mitigation Payment.** In recognition of the good faith efforts by VRSD
3 to comply with all aspects of the Permit and the Clean Water Act at the Facility, and
4 in lieu of payment by VRSD of any civil penalties under the Act, which may have
5 been assessed in this action if it had been adjudicated adverse to VRSD, the Parties
6 agree that VRSD will pay the sum of seventy-five thousand dollars (\$75,000.00) to
7 The Nature Conservancy (“TNC”) for the sole purpose of funding TNC’s on-going
8 invasive species removal in the Santa Clara River Watershed in order to improve the
9 quality, flow and quantity of surface water and ground water, to improve aquatic
10 species habitat, and to reduce a serious fire hazard. Payment shall be provided to
11 TNC as follows: The Nature Conservancy, 532 East Main Street, Suite #200, Ventura,
12 CA 93001, Attention: Laura Reige, Santa Clara River & Coast Project Director.
13 Payment shall be made by VRSD to TNC within fifteen (15) calendar days of the
14 Effective Date. VRSD shall copy EDC with any correspondence and a copy of the
15 check sent to TNC. TNC shall provide notice to the Parties within thirty (30) days of
16 when the funds are disbursed or used by TNC, setting forth the purpose of the funds.
17

18 **10. Reimbursement of Fees and Costs.** VRSD shall reimburse EDC in an
19 amount not to exceed sixty-five thousand dollars (\$65,000) to help defray EDC’s
20 reasonable investigation, expert, and attorneys’ fees and costs, and all other
21 reasonable costs incurred as a result of investigating the activities at the Facility
22 related to this Consent Decree, bringing these matters to VRSD’s attention, and
23 negotiating a resolution of this action in the public interest. VRSD shall tender said
24 payment, payable to “Environmental Defense Center”, within thirty (30) days of the
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1 Effective Date.

2 **11. Compliance Monitoring Funds.** As reimbursement for EDC's future
3 fees and costs that may be incurred in order for EDC to monitor VRSD's compliance
4 with this Consent Decree and to effectively meet and confer and evaluate storm water
5 monitoring results for the Facility, VRSD agrees to reimburse EDC for fees and costs
6 incurred in overseeing the implementation of this Consent Decree up to, but not
7 exceeding, five thousand dollars (\$5,000.00) per reporting year or a total of no more
8 than \$15,000 for the three reporting years set out in this Consent Decree below.

9 Examples of reimbursable monitoring fees and costs include, but are not limited to,
10 those incurred by EDC or its counsel to conduct review of water quality sampling
11 reports, review of annual summary reports, review of the hydrology report, review of
12 other documents submitted pursuant to this Consent Decree, discussion with
13 representatives of VRSD concerning potential changes to compliance requirements,
14 water quality sampling, informal dispute resolution, and other actions necessary to
15 monitor and ensure VRSD's compliance with this Consent Decree. To request
16 reimbursement, EDC shall provide VRSD with an annual invoice containing an
17 itemized description for any fees and costs claimed for the prior twelve (12) month
18 period. Up to a maximum of three payments (one addressing monitoring associated
19 with the 2016-2017 reporting year, one addressing any monitoring associated with the
20 2017-2018 reporting year, and one addressing any monitoring associated with the
21 2018-2019 reporting year) shall be made payable to "Environmental Defense Center"
22 within thirty (30) days of receipt of an invoice from EDC which contains an itemized
23 description of fees and costs incurred by EDC to monitor implementation of the
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1 Consent Decree during the previous twelve (12) months.

2 **12. Dispute Resolution.** If a dispute between the Parties under this Consent
3 Decree arises, or either Party believes that a breach of this Consent Decree has
4 occurred, the Parties shall schedule a meet and confer within ten (10) business days of
5 receiving written notification from the other Party of a request for a meeting to
6 determine whether a violation of this Consent Decree has occurred and to develop a
7 mutually agreed upon plan, including implementation dates, to resolve the dispute. In
8 the event that such disputes cannot be resolved through this meet and confer process,
9 the Parties agree to request a settlement meeting before the Magistrate Judge assigned
10 to this action. The Parties agree to file any waivers necessary for the Magistrate Judge
11 to preside over any settlement conference pursuant to this Paragraph. In the event that
12 the Parties cannot resolve the dispute by the conclusion of the settlement meeting with
13 the Magistrate Judge, the Parties agree to submit the dispute via motion to the District
14 Court. In resolving any dispute arising from this Consent Decree, the Court shall have
15 discretion to award attorneys' fees and costs to either party. The relevant provisions
16 of the then-applicable Clean Water Act and Rule 11 of the Federal Rules of Civil
17 Procedure shall govern the allocation of fees and costs in connection with the
18 resolution of any disputes before the District Court. The District Court's award of any
19 relief in a dispute brought pursuant to this paragraph shall be limited to compliance
20 orders and awards of attorneys' fees and costs, subject to proof.
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25 **III. JURISDICTION OVER PARTIES AND SUBJECT MATTER OF**
26 **THE CONSENT DECREE**

27 **13. Jurisdiction.** For the purposes of this Consent Decree, the Parties
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1 stipulate that the United States District Court of California, Central District of
2 California, has jurisdiction over the Parties and subject matter of this Consent Decree.
3 The Parties stipulate that venue is appropriate in the Central District of California and
4 that VRSD will not raise in the future as part of enforcement of this Consent Decree
5 whether EDC has standing to bring the Complaint or any subsequent action or motion
6 pursuant to the Dispute Resolution procedures herein.
7

8 14. **Submission of Consent Decree to DOJ.** Within three (3) business days
9 of receiving all of the Parties' signatures to this Consent Decree, EDC shall submit
10 this Consent Decree to the U.S. Department of Justice ("DOJ") and EPA for agency
11 review consistent with 40 C.F.R. §135.5. The agency review period expires forty-five
12 (45) calendar days after receipt by the DOJ, evidenced by correspondence from DOJ
13 establishing the review period. In the event DOJ comments negatively on the
14 provisions of this Consent Decree, the Parties agree to meet and confer to attempt to
15 resolve the issues raised by DOJ.
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18 **IV. WAIVER, RELEASES AND COVENANTS NOT TO SUE**

19 15. In consideration of the payments that are to be made by VRSD above,
20 and except as otherwise provided by this Consent Decree, the EDC hereby covenants
21 not to sue or to take administrative action against VRSD for any allegations and
22 claims set forth in the 60-Day Notice Letter and Complaint for storm water pollution
23 discharge at the Facility up to and including the Termination Date of this Consent
24 Decree.
25

26 16. The Parties forever and fully release each other and their respective
27 parents, affiliates, subsidiaries, divisions, insurers, successors, assigns, and current
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1 and former employees, attorneys, officers, directors and agents from any and all
2 claims and demands of any kind, nature, or description whatsoever, and from any and
3 all liabilities, damages, injuries, actions or causes of action, either at law or in equity,
4 which the Parties have against each other arising from EDC's allegations and claims
5 as set forth in the 60-Day Notice Letter and Complaint for storm water pollution
6 discharges at the Facility up to and including the Termination Date of this Consent
7 Decree.
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9 17. The Parties acknowledge that they are familiar with section 1542 of the
10 California Civil Code, which provides:
11

12 A general release does not extend to claims which the creditor does not
13 know or suspect to exist in his or her favor at the time of executing the
14 release, which if known by him or her must have materially affected his
or her settlement with the debtor.

15 The Parties hereby waive and relinquish any rights or benefits they may have under
16 California Civil Code section 1542 with respect to any other claims against each other
17 arising from, or related to, the allegations and claims as set forth in the 60-Day Notice
18 Letter and Complaint for storm water pollution discharges at the Facility up to and
19 including the Termination Date of this Consent Decree.
20

21 18. **No Admission.** The Parties enter into this Consent Decree for the
22 purpose of avoiding prolonged and costly litigation. Nothing in this Consent Decree
23 shall be construed as, and VRSD expressly does not intend to imply, any admission as
24 to any fact, finding, issue of law, or violation of law, nor shall compliance with this
25 Consent Decree constitute or be construed as an admission by VRSD of any fact,
26 finding, conclusion, issue of law, or violation of law. However, this Paragraph shall
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1 not diminish or otherwise affect the obligation, responsibilities, and duties of the
2 Parties under this Consent Decree.

3 **V. MISCELLANEOUS PROVISIONS**

4
5 19. **Effective Date.** The Effective Date of this Consent Decree shall be upon
6 the subsequent entry of the Consent Decree by the Court.

7 20. **Term of Consent Decree.** This Consent Decree shall terminate on
8 December 21, 2019, or through the conclusion of any proceeding to enforce this
9 Consent Decree initiated prior to December 21, 2019, or until the completion of any
10 payment or affirmative duty required by this Consent Decree, whichever is the later
11 occurrence.
12

13 21. **Execution in Counterparts.** The Consent Decree may be executed in
14 one or more counterparts which, taken together, shall be deemed to constitute one and
15 the same document.
16

17 22. **Facsimile Signatures.** The Parties' signatures to this Consent Decree
18 transmitted by facsimile or electronic mail transmission shall be deemed binding.

19 23. **Construction.** The language in all parts of this Consent Decree, unless
20 otherwise stated, shall be construed according to its plain and ordinary meaning. The
21 captions and paragraph headings used in this Consent Decree are for reference only
22 and shall not affect the construction of this Consent Decree.
23

24 24. **Authority to Sign.** The undersigned are authorized to execute this
25 Consent Decree on behalf of their respective parties and have read, understood and
26 agreed to all of the terms and conditions of this Consent Decree.
27

28 25. **Integrated Consent Decree.** All agreements, covenants, representations

1 and warranties, express or implied, oral or written, of the Parties concerning the
2 subject matter of this Consent Decree are contained herein.

3 26. **Severability.** In the event that any of the provisions of this Consent
4 Decree are held by a court to be unenforceable, the validity of the enforceable
5 provisions shall not be adversely affected.

6 27. **Choice of Law.** This Consent Decree shall be governed by the laws of
7 the United States, and where applicable, the laws of the State of California.
8

9 28. **Full Settlement.** This Consent Decree constitutes a full and final
10 settlement of this matter. It is expressly understood and agreed that the Consent
11 Decree has been freely and voluntarily entered into by the Parties with and upon
12 advice of counsel.

13 29. **Negotiated Agreement.** The Parties have negotiated this Consent
14 Decree, and agree that it shall not be construed against the party preparing it, but shall
15 be construed as if the Parties jointly prepared this Consent Decree, and any
16 uncertainty and ambiguity shall not be interpreted against any one party.

17 30. **Modification of the Agreement.** This Consent Decree, and any
18 provisions herein, may not be changed, waived, or discharged unless by a written
19 instrument signed by the Parties.

20 31. **Assignment.** Subject only to the express restrictions contained in this
21 Consent Decree, all of the rights, duties and obligations contained in this Consent
22 Decree shall inure to the benefit of and be binding upon the Parties, and their
23 successors and assigns.

24 32. **Mailing of Documents to EDC/Notices/Correspondence.** Any notices
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1 or documents required or provided for by this Consent Decree or related thereto that
2 are to be provided to EDC pursuant to this Consent Decree shall be, to the extent
3 feasible, sent via electronic mail transmission to the e-mail addresses listed below or,
4 if electronic mail transmission is not feasible, via certified U.S. Mail with return
5 receipt, or by hand delivery to the following address:
6

7 EDC:

8 Maggie Hall
9 Environmental Defense Center
10 906 Garden Street
11 Santa Barbara, CA 93101
12 E-mail: mhall@environmentaldefensecenter.org

13 With copies sent to:

14 Douglas Chermak
15 Lozeau Drury LLP
16 410 12th Street, Suite 250
17 Oakland, CA 94607
18 E-mail: doug@lozeaudrury.com

19 Unless requested otherwise by VRSD, any notices or documents required or
20 provided for by this Consent Decree or related thereto that are to be provided to
21 VRSD pursuant to this Consent Decree shall, to the extent feasible, be provided by
22 electronic mail transmission to the e-mail addresses listed below, or, if electronic mail
23 transmission is not feasible, by certified U.S. Mail with return receipt, or by hand
24 delivery to the addresses below:

25 VRSD:

26 Chris Theisen, General Manager
27 Ventura Regional Sanitation District
28 1001 Partridge Drive, Suite #150
Ventura, CA 93003-0704
E-mail: ChrisTheisen@vrzd.com

1
2 With copies sent to:

3 Robert N. Kwong
4 Arnold LaRochelle Mathews VanConas & Zirbel LLP
5 300 Esplanade Drive, Suite 2100
6 Oxnard, CA 93036
E-mail: rkwong@atozlaw.com

7 Notifications of communications shall be deemed submitted on the date that they are
8 emailed, or postmarked and sent by first-class mail or deposited with an overnight
9 mail/delivery service. Any changes of address or addressees shall be communicated
10 in the manner described above for giving notices.
11

12 33. **Impossibility of Performance.** No Party shall be considered to be in
13 default in the performance of any of its obligations under this Consent Decree when
14 performance becomes impossible, despite the timely good faith efforts of the Party,
15 due to circumstances beyond the Party's control, including without limitation any act
16 of God, act of war or terrorism, fire, earthquake, flood, and restraint by court order or
17 public authority. "Circumstances beyond the Party's control" shall not include normal
18 inclement weather, economic hardship or inability to pay. Any Party seeking to rely
19 upon this paragraph shall have the burden of establishing that it could not reasonably
20 have been expected to avoid, and which by exercise of due diligence has been unable
21 to overcome, the impossibility of performance.
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24 34. If for any reason the DOJ or the District Court should decline to approve
25 this Consent Decree in the form presented, the Parties shall use their best efforts to
26 work together to modify the Consent Decree within thirty (30) days so that it is
27 acceptable to the DOJ or the District Court. If the Parties are unable to modify this
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1 Consent Decree in a mutually acceptable manner that is also acceptable to the District
2 Court, this Consent Decree shall immediately be null and void as well as inadmissible
3 as a settlement communication under Federal Rule of Evidence 408 and California
4 Evidence Code section 1152.
5

6 35. The settling Parties hereto enter into this Consent Decree, Order and
7 Final Judgment and submit it to the Court for its approval and entry as a final
8 judgment.
9

10 [SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]
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1 ENVIRONMENTAL DEFENSE CENTER

2 Date: _____, 2017

3
4 _____
5 Judith Pirkowitsch
6 President, Board of Directors
7 Environmental Defense Center

8 VENTURA REGIONAL SANITATION DISTRICT

9 Date: _____, 2017

10
11 _____
12 William Weirick
13 Chairperson, Board of Directors

14 Approved as to form:

15 LOZEAU DRURY LLP

16 Date: _____, 2017

17
18 _____
19 Douglas Chermak
20 Attorneys for Environmental Defense Center

21 ENVIRONMENTAL DEFENSE CENTER

22 Date: _____, 2017

23
24 _____
25 Margaret Hall
26 Attorney for Environmental Defense Center

1 ARNOLD LAROCHELLE MATHEWS VANCONAS & ZIRBEL LLP

2 Date: _____, 2017

3
4 _____
5 Robert N. Kwong
6 Attorney for Ventura Regional Sanitation District
7
8
9

10 APPROVED AND SO ORDERED, this 1st day of June, 2017.
11

12 UNITED STATES DISTRICT JUDGE
13

14 *Virginia A. Phillips*
15 _____
16 Hon. Virginia A. Phillips
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